



CRM-M-14914-2026 (O&M)

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(122+204)

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Date of Decision:-21.08.2026

TRIPTI SRIVASTVA AND ANOTHER

.....Petitioners

Versus

YOGESH SINGLA

.....Respondent

CORAM: HON'BLE MR. JUSTICE ALOK JAIN

Present: Mr. Nitin Sansanwal, Advocate for
Mr. Keshav Pratap Singh, Advocate for the petitioners.

Mr. Pratham Bali, Advocate for the respondent.

ALOK JAIN, J. (Oral)

1. The present petition has been filed seeking quashing of Complaint No. ***NACT-1930-2024*** dated ***31.05.2024***, titled "***Yogesh Singla v. Durgesh Srivastava and others***" (Annexure P-1); summoning order dated 03.06.2025 passed by the learned Judicial Magistrate 1st Class, Karnal (Annexure P-6), whereby the petitioners were summoned to face trial under Section 138 of the Negotiable Instruments Act, 1881 (for short, "the NI Act").

2. Learned counsel for the petitioners submits that petitioner No. 1 is the proprietor of petitioner No. 2-firm, whereas husband of petitioner

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No. 1 is a Director of a company namely IQ, Med. Health Care Private Ltd. The petitioners and the above said company had a business dealings with the respondent and both petitioner No. 1 and her husband were having a liability towards the respondent. Consequently, a one time settlement dated 22.08.2023 was arrived, whereby, both the petitioner No.1 and the company of petitioner's husband agreed to discharge liability jointly. Learned counsel for the petitioners relies upon Clause 1.1 of the said Settlement Agreement, which reads as under:

1.1 The Parties agree and record that in settlement of all its financial liabilities and other obligations under the said 'Business Arrangement', a sum of Rs 85,00,000/- (Rs. Eighty Five Lacs only) shall be payable by Second Party to the First Party. It has been settled that the above said outstanding amount will be paid intotality by IQ med healthcare put Ltd on behalf of both the firms.

3. Learned counsel for the petitioners further submits that, once the liability had been undertaken by the company and the husband of petitioner No. 1, then petitioner No. 1 cannot be compelled to face the criminal proceedings. It is further submitted that the complainant, in paragraph 6 of the complaint, has himself admitted that accused No. 1, who happens to be the husband of petitioner No. 1, had acknowledged and undertaken the responsibility and liability to pay the outstanding amount

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against the firm of accused No. 2 (petitioner No.1 herein), therefore, there is no legally enforceable debt or liability *qua* petitioner No. 1.

4. Learned counsel for the petitioners also places reliance upon an order passed in another complaint, wherein the complainant himself made a statement that, since the cheque bears the signatures only of accused No. 1, therefore, only accused No. 1 be summoned to face trial.

5. *Per contra*, learned counsel for the respondent submits that petitioner No. 1 has not approached this Court with clean hands and has deliberately concealed a material document, i.e., the Special Power of Attorney executed by petitioner No. 1 in favour of accused No. 1 i.e. her husband. It is further submitted that under the said Special Power of Attorney, petitioner No. 1 had specifically agreed to ratify all acts, deeds and things lawfully done on her behalf. In pursuance thereof any act done by the husband of petitioner No. 1 should be considered as if the same had been done by her or on her behalf. It is further submitted that, in case, petitioner No. 1 is discharged from the present proceedings, then the husband of petitioner No. 1 may take a stand that the entity against whom the outstanding liability was due has already been discharged, hence the entire litigation would fall.

6. Learned counsel for the respondent vehemently contends that all the statutory ingredients of the offence under Section 138 of the NI Act are duly satisfied. It is further submitted that petitioner No. 1 is merely delaying the trial and on account of the interim protection granted to the petitioners, the proceedings in the complaint have remained stalled.

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7. Learned counsel for the respondent further argues that since there are disputed questions of fact which cannot be adjudicated in proceedings under Section 528 of BNSS, 2023, as this Court, while exercising its inherent jurisdiction, cannot conduct a mini-trial. It is, therefore, contended that the present petition deserves to be dismissed.

8. Heard learned counsel for the parties at length.

9. Admittedly, the petitioner No. 1 and the other accused are none other than the husband and wife. Apparently in order to deceive the general public at large, they have created two firms, one a proprietorship firm in the name of the present petitioner, whereas, another is private limited company in which the husband of petitioner No. 1 happens to be the Director. Moreover, both were having the business dealings with the respondent and subsequently in order to settle dispute with respect to the liabilities, the husband took SPA of petitioner No. 1 and entered into an agreement. *Prima facie*, the petitioner No.1 on one hand wishes to take benefit of the said agreement, whereas, on the other hand does not wish to discharge her liability.

10. Furthermore, the Hon'ble Karnataka High Court in an identical case titled as "***Mohammed Samdani Bashi Vs. Syed Issac Basha***", **2006(3) RCR Criminal (19)** held that the Authorization was never revoked before the issuance of cheques and therefore, petitioner No. 1 cannot be permitted to take a defence that the other accused had owned up the responsibility. The petitioner No. 1 would be an important party to the *lis* for the reason that the complainant at the stage of demonstrating the legally



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enforceable debt will have to rely upon the business dealings with petitioner No. 1.

11. The proceedings under Section 138 of the NI Act arise out of the dishonour of a cheque allegedly issued in discharge of the legally enforceable debt or other liability. In such circumstances, any concession granted to petitioner No. 1 at this stage would amount to interfering with and prejudging the issues involved in the trial.

12. It is also pertinent to note that petitioner No. 1 was repeatedly called upon to demonstrate her *bona fides* by making an effort towards discharge of the liability, but learned counsel for the petitioners has categorically declined to do so.

13. In view of the above, this Court finds no merit in the present petition. Accordingly, the same is dismissed.

14. Pending application(s), if any, stands disposed of.

(ALOK JAIN)
JUDGE

21.08.2026

Parul

Whether speaking/reasoned:-

Yes/No

Whether Reportable:-

Yes/No